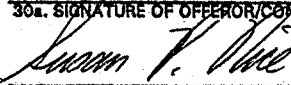



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 960H20053.00	PAGE 1 OF 25
2. CONTRACT NO. DE-AM24-980H20053	3. AWARD/EFFECTIVE DATE JUN 30 1998	4. ORDER NUMBER	5. SOLICITATION NUMBER DE-RP24-960H20053	6. SOLICITATION ISSUE DATE Aug 28, 1996	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ralph E. Holland	b. TELEPHONE NUMBER (No collect calls) (937) 865-4161	8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY Ohio Field Office U.S. Department of Energy 1 Mound Road P.O. Box 3020 Miamisburg, OH 45343-3020		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC: 4953 SIZE STANDARD \$6,000,000	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS	
15. DELIVER TO See Block 9		16. ADMINISTERED BY Same as Block 9			
17a. CONTRACTOR/ OFFEROR CODE Envirocare of Utah 46 West Broadway, Suite 240 Salt Lake City, Utah 84101 TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY As specified in Contract Terms and Conditions			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
See Continuation Sheet <i>(Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA To Be Specified on Individual Delivery Orders				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$66,463,050.00 (EST.)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED.				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED, ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE ENVELOPE OFFER <input type="checkbox"/> DATED 8/20/96 YOUR OFFER ON SOLICITATION (BLOCK 8), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		
30b. NAME AND TITLE OF SIGNER Susan P. Rice, Director		30c. DATE SIGNED 063098	31b. NAME OF CONTRACTING OFFICER RALPH E. HOLLAND Contracting Officer		31c. DATE SIGNED JUN 30 1998
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	35. AMOUNT VERIFIED CORRECT FOR		37. CHECK NUMBER
32d. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	38. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		39. S/R ACCOUNT NUMBER
32d. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	39. S/R VOUCHER NUMBER		40. PAID BY
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (Location)		
41c. DATE			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449 (10-85)
Prescribed by GSA - FAR (48 CFR) 53.212

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB NO.: 9000-0136
Expires: 09/30/98

Continuation of Standard Form 1449

Block 19, 20, 21, 22, 23: The Schedule of Supplies/Services is as follows:

Supplies or Services and Price/Costs

20a. Provide all necessary materials, labor and equipment to receive and permanently dispose of Low Level Radioactive Waste in accordance with the requirements of the Statement of Work at the prices specified below:

Base Period of Performance, Three (3) Years from Effective Date of Award

19. Item	20b. Mode of Delivery	21. Estimated Qty.*	22. Unit	23. Unit Price**	24. Estimated Amount
0001	Soil Disposal by Lined Railcar, Including Lined Bulk Container by Rail	250,000	Cubic Yard(CY)	\$132.27	\$33,067,500.00
0002	Soil Disposal by Lined Truck or Disposable Bags by Truck, Including Lined Bulk Container by Truck	10,000	Cubic Yard(CY)	\$132.07	\$1,332,700.00
0003	Soil Disposal by Lined Container by Railcar	20,000	Cubic Yard(CY)	\$157.59	\$3,151,800.00
0004	Soil Disposal by Lined Container by Truck	5,000	Cubic Yard(CY)	\$154.53	\$772,650.00
0005	Debris Disposal by Truck, Rail, or Container	35,000	Cubic Yard(CY)	\$367.24	\$12,853,400.00
0006	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance Criteria for Moisture Content	21,000	Cubic Yard(CY)	\$300.00	\$6,300,000.00
0007	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance Criteria for Level of Radioactivity or for Oversized Debris	21,000	Cubic Yard(CY)	\$424.50	\$8,914,500.00
0008	Final Cleaning of Railcars for Unlimited Release	85	Railcar	\$500.00	\$42,500.00
0009	Final Cleaning of Trucks for Unlimited Release	50	Truck	\$200.00	\$10,000.00
0010	Final Cleaning of Containers for Unlimited Release	150	Container	\$200.00	\$30,000.00

*Estimated quantities are estimates only and shall not be construed to be either a representation that the estimated quantities will be ordered or that conditions effecting requirements will be stable or normal. Estimated quantities are not minimum quantities. There is no minimum quantity under this contract.

**Each Year the unit prices will be increased by an annual escalation factor of 3.8%. The unit prices specified above are applicable for Contract Year One (1); Contract Year Two (2) prices will be 3.8% higher than Contract Year One (1) prices; Contract Year Three (3) prices will be 3.8% higher than Contract Year Two (2) prices.

Unlined Shipments by bulk or container are acceptable, but an additional 5% will be added to the unit price for such unlined shipments.

Base Period of Performance

Winter Deliveries are acceptable and are defined as deliveries to the Contractor between December 1 of the preceding year and March 1 of the successive year, but an additional 4% will be added to the unit price specified above.

Shipments made outside of normal business hours (as defined in the Statement of Work) are acceptable under the contract, but an additional charge of \$500.00 per shipment will apply.

A minimum quantity of 500 cubic yards per waste stream applies to orders placed under this contract, however, the contractor agrees to accept up to 10 orders per year for waste streams less than 500 cubic yards. The minimum dollar value of \$20,000.00 per waste stream as specified elsewhere in the contract applies regardless of waste stream size.

Measurement for purposes of payment for bulk shipments (shipments by lined or unlined railcar, truck, and/or bulk container) under this contract for Items 0001 through 0005 shall be as follows:

Item 0001- Soil Disposal by Lined Railcar, and Item 0005, Debris Disposal (By Bulk Railcar Only)

Measurement for purposes of payment shall assume that each shipment by railcar accepted for disposal will contain 74.07 cubic yards (2000 cubic feet).

Item 0002, Soil Disposal by Lined Truck, Item 0003, Soil Disposal by Lined Container by Railcar, 0004, Soil Disposal by Lined Container by Truck, and 0005, Debris Disposal (by Truck and Bulk Container Only) will be based on the average volume per conveyance calculated as follows:

Three of the first ten containers/trucks(selected at random) will be weighed to establish the average net weight per conveyance for the individual waste stream. The average net weight (exclusive of the weight of the conveyance/container) of the waste stream, in tons, will be converted to volume by dividing the number of tons by a conversion factor of 1.35. The volume derived as a result of this calculation will be used as measurement for purposes of payment for all subsequent shipments under the individual waste stream, provided, however, that the standard volume per conveyance will be subject to adjustment in the event that periodic spot checks indicate a variance in volume of plus or minus 12%.

Containerized shipments by other than bulk container, i.e., containers other than intermodal, sealand, or rolloff containers, shall be measured for purposes of payment by multiplying the rated volume (the internal volume of the container) by the unit price specified above for the given mode of transportation. Other than bulk containers include, but are not limited to, B-25 and B-12 Boxes, 55 and 80 gallon drums, and disposable bags.

Items 0006 and 0007 will be measured for purposes of payment in accordance with the conditions outlined above for the mode of conveyance under which the waste to be treated is delivered.

This is a requirements contract for the disposal of wastes at the Contractor's commercial disposal facility, excluding wastes to be disposed of at Government owned facilities, generated by the Ohio Field Office of the Department of Energy for the items established in line items 0001 through 0005 of the schedule. The Department of Energy will order all required services required by the Ohio Field Office as specified herein for the period of time established in the contract only from the Contractor. Further, other offices of the Department of Energy may, at their option, utilize the services provided under this contract, provided that all orders under this contract will be issued and administered by the Ohio Field Office. Offices of the Department of Energy, other than the Ohio Field Office, are not required to utilize the contractor's services or place orders under this contract. Items 0006 through 0010 are items incidental to the disposal process and are established to support work accomplished under items 0001 through 0005, and are not subject to the contract clause entitled " FAR 52.216-21, Requirements." Items 0006 through 0010 may be ordered by the Government in support of disposal work accomplished under this contract, however, the Government is not required to fill any requirement for waste treatment used under the contract.

Option Period 1, Three (3) Years from the End of the Base Period of Performance

19. Item	20b. Mode of Delivery	21. Estimated Qty.*	22. Unit	23. Unit Price**	24. Estimated Amount
0011	Soil Disposal by Lined Railcar, Including Lined Bulk Container by Rail	250,000	Cubic Yard(CY)	\$166.23	\$41,557,500.00
0012	Soil Disposal by Lined Truck or Disposable Bags by Truck, Including Lined Bulk Container by Truck	10,000	Cubic Yard(CY)	\$164.27	\$1,642,700.00
0013	Soil Disposal by Lined Container by Railcar	20,000	Cubic Yard(CY)	\$188.79	\$3,775,800.00
0014	Soil Disposal by Lined Container by Truck	5,000	Cubic Yard(CY)	\$185.73	\$928,650.00
0015	Debris Disposal by Truck, Rail, or Container	35,000	Cubic Yard(CY)	\$397.14	\$13,899,900.00
0016	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance Criteria for Moisture Content	21,000	Cubic Yard(CY)	\$400.00	\$8,400,000.00
0017	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance Criteria for Level of Radioactivity or for Oversized Debris	21,000	Cubic Yard(CY)	\$524.50	\$11,014,500.00
0018	Final Cleaning of Railcars for Unlimited Release	85	Railcar	\$600.00	\$51,000.00
0019	Final Cleaning of Trucks for Unlimited Release	50	Truck	\$300.00	\$15,000.00
0020	Final Cleaning of Containers for Unlimited Release	150	Container	\$300.00	\$45,000.00

*Estimated quantities are estimates only and shall not be construed to be either a representation that the estimated quantities will be ordered or that conditions effecting requirements will be stable or normal. Estimated quantities are not minimum quantities. There is no minimum quantity under this contract.

**Each Year the unit prices will be increased by an annual escalation factor of 3.8%. The unit prices specified above are applicable for Contract Year Four (4); Contract Year Five (5) prices will be 3.8% higher than Contract Year Four (4) prices; Contract Year Six (6) prices will be 3.8% higher than Contract Year Five (5) prices.

Unlined Shipments by bulk or container are acceptable, but an additional 5% will be added to the unit price for such unlined shipments.

Option Period 1 Continued

Winter Deliveries are acceptable and are defined as deliveries to the contractor between December 1 of the preceding year and March 1 of the successive year, but an additional 4% will be added to the unit price specified above.

A minimum quantity of 500 cubic yards per waste stream applies to orders placed under this contract, however, the contractor agrees to accept up to 10 orders per year for waste streams less than 500 cubic yards. The minimum dollar value of \$20,000.00 per waste stream as specified elsewhere in the contract applies regardless of waste stream size.

Shipments made outside of normal business hours (as defined in the Statement of Work) are acceptable under the contract, but an additional charge of \$500.00 per shipment will apply.

Measurement for purposes of payment for bulk shipments (shipments by lined or unlined railcar, truck, and/or bulk container) under this contract for Items 0011 through 0015 shall be as follows:

Item 0011- Soil Disposal by Lined Railcar, and Item 0015, Debris Disposal (By Bulk Railcar Only)

Measurement for purposes of payment shall assume that each shipment by railcar accepted for disposal will contain 74.07 cubic yards (2000 cubic feet).

Item 0012, Soil Disposal by Lined Truck, Item 0013, Soil Disposal by Lined Container by Railcar, 0014, Soil Disposal by Lined Container by Truck, and 0015, Debris Disposal (by Truck and Container Only) will be based on the average volume per conveyance calculated as follows:

Three of the first ten containers/trucks (selected at random) will be weighed to establish the average net weight per conveyance for the individual waste stream. The average net weight (exclusive of the weight of the conveyance/container) of the waste stream, in tons, will be converted to volume by dividing the number of tons by a conversion factor of 1.35. The volume derived as a result of this calculation will be used as measurement for purposes of payment for all subsequent shipments under the individual waste stream, provided, however, that the standard volume per conveyance will be subject to adjustment in the event that periodic spot checks indicate a variance in volume of plus or minus 12%.

Containerized shipments by other than bulk container, i.e., containers other than intermodal, sealand, or rolloff containers, shall be measured for purposes of payment by multiplying the rated volume (the internal volume of the container) by the unit price specified above for the given mode of transportation. Other than bulk containers include, but are not limited to, B-25 and B-12 Boxes, 55 and 80 gallon drums, and disposable bags.

Items 0016 and 0017 will be measured for purposes of payment in accordance with the conditions outlined above for the mode of conveyance under which the waste to be treated is delivered.

This is a requirements contract for the disposal of wastes at the Contractor's commercial disposal facility, excluding wastes to be disposed of at Government owned facilities, generated by the Ohio Field Office of the Department of Energy for the items established in line items 0011 through 0015 of the schedule. The Department of Energy will order all required services required by the Ohio Field Office as specified herein for the period of time established in the contract only from the Contractor. Further, other offices of the Department of Energy may, at their option, utilize the services provided under this contract, provided that all orders under this contract will be issued and administered by the Ohio Field Office. Offices of the Department of Energy, other than the Ohio Field Office, are not required to utilize the contractor's services or place orders under this contract. Items 0016 through 0020 are items incidental to the disposal process and are established to support work accomplished under items 0011 through 0015, and are not subject to the contract clause entitled "FAR 52.216-21, Requirements." Items 0016 through 0020 may be ordered by the Government in support of disposal work accomplished under this contract, however, the Government is not required to fill any requirement for waste treatment used under the contract.

Option Period 2, Four Years from the End of Option Period 1

19. Item	20b. Mode of Delivery	21. Estimated Qty.*	22. Unit	23. Unit Price**	24. Estimated Amount
0021	Soil Disposal by Lined Railcar, Including Lined Bulk Container by Rail	250,000	Cubic Yard(CY)	\$181.23	\$45,307,500.00
0022	Soil Disposal by Lined Truck or Disposable Bags by Truck, Including Lined Bulk Container by Truck	10,000	Cubic Yard(CY)	\$179.27	\$1,792,700.00
0023	Soil Disposal by Lined Container by Railcar	20,000	Cubic Yard(CY)	\$203.79	\$4,075,800.00
0024	Soil Disposal by Lined Container by Truck	5,000	Cubic Yard(CY)	\$200.73	\$1,003,650.00
0025	Debris Disposal by Truck, Rail, or Container	35,000	Cubic Yard(CY)	\$412.75	\$14,446,250.00
0026	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance Criteria for Moisture Content	21,000	Cubic Yard(CY)	\$400.00	\$8,400,000.00
0027	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance Criteria for Level of Radioactivity or for Oversized Debris	21,000	Cubic Yard(CY)	\$524.50	\$11,014,500.00
0028	Final Cleaning of Railcars for Unlimited Release	85	Railcar	\$600.00	\$51,000.00
0029	Final Cleaning of Trucks for Unlimited Release	50	Truck	\$300.00	\$15,000.00
0030	Final Cleaning of Containers for Unlimited Release	150	Container	\$300.00	\$45,000.00

*Estimated quantities are estimates only and shall not be construed to be either a representation that the estimated quantities will be ordered or that conditions effecting requirements will be stable or normal. Estimated quantities are not minimum quantities. There is no minimum quantity under this contract.

Option Period 2 Continued

**Each Year the unit prices will be increased by an annual escalation factor of 3.8%. The unit prices specified above are applicable for Contract Year Seven (7); Contract Year Eight (8) prices will be 3.8% higher than Contract Year Seven (7) prices; Contract Year Nine (9) prices will be 3.8% higher than Contract Year Eight (8) prices; Contract Year Ten (10) prices will be 3.8% higher than Contract Year Nine (9) prices.

Unlined Shipments by bulk or container are acceptable, but an additional 5% will be added to the unit price for such unlined shipments.

Winter Deliveries are acceptable and are defined as deliveries to the contractor between December 1 of the preceding year and March 1 of the successive year, but an additional 4% will be added to the unit price specified above.

A minimum quantity of 500 cubic yards per waste stream applies to orders placed under this contract, however, the contractor agrees to accept up to 10 orders per year for waste streams less than 500 cubic yards. The minimum dollar value of \$20,000.00 per waste stream as specified elsewhere in the contract applies regardless of waste stream size.

Shipments made outside of normal business hours (as defined in the Statement of Work) are acceptable under the contract, but an additional charge of \$500.00 per shipment will apply.

Measurement for purposes of payment for bulk shipments (shipments by lined or unlined railcar, truck and/or bulk container), under this contract for Items 0021 through 0025 shall be as follows:

Item 0021- Soil Disposal by Lined Railcar, and Item 0025, Debris Disposal (By Bulk Railcar Only)

Measurement for purposes of payment shall assume that each shipment by railcar accepted for disposal will contain 74.07 cubic yards (2000 cubic feet).

Item 0022, Soil Disposal by Lined Truck, Item 0023, Soil Disposal by Lined Container by Railcar, 0024, Soil Disposal by Lined Container by Truck, and 0025, Debris Disposal (by Truck and Container Only) will be based on the average volume per conveyance calculated as follows:

Three of the first ten containers/trucks(selected at random) will be weighed to establish the average net weight per conveyance for the individual waste stream. The average net weight (exclusive of the weight of the conveyance) of the waste stream, in tons, will be converted to volume by dividing the number of tons by a conversion factor of 1.35. The volume derived as a result of this calculation will be used as measurement for purposes of payment for all subsequent shipments under the individual waste stream, provided, however, that the standard volume per conveyance will be subject to adjustment in the event that periodic spot checks indicate a variance in volume of plus or minus 12%.

Containerized shipments by other than bulk container, i.e., containers other than intermodal, sealand, or rolloff containers, shall be measured for purposes of payment by multiplying the rated volume (the internal volume of the container) by the unit price specified above for the given mode of transportation. Other than bulk containers include, but are not limited to, B-25 and B-12 Boxes, 55 and 80 gallon drums, and disposable bags.

Items 0026 and 0027 will be measured for purposes of payment in accordance with the conditions outlined above for the mode of conveyance under which the waste to be treated is delivered.

This is a requirements contract for the disposal of wastes at the Contractor's commercial disposal facility, excluding wastes to be disposed of at Government owned facilities, generated by the Ohio Field Office of the Department of

Energy for the items established in line items 0021 through 0025 of the schedule. The Department of Energy will order all required services required by the Ohio Field Office as specified herein for the period of time established in the contract only from the Contractor. Further, other offices of the Department of Energy may, at their option, utilize the services provided under this contract, provided that all orders under this contract will be issued and administered by the Ohio Field Office. Offices of the Department of Energy, other than the Ohio Field Office, are not required to utilize the contractor's services or place orders under this contract. Items 0026 through 0030 are items incidental to the disposal process and are established to support work accomplished under items 0021 through 0025, and are not subject to the contract clause entitled " FAR 52.216-21, Requirements." Items 0026 through 0030 may be ordered by the Government in support of disposal work accomplished under this contract, however, the Government is not required to fill any requirement for waste treatment used under the contract.

FAR 52.212-4 (Tailored)

**CONTRACT TERMS AND CONDITIONS—
COMMERCIAL ITEMS (OCT 1995)**

(a) *Inspection/Acceptance.* The Government will only tender for acceptance those wastes that conform to the requirements of this contract and the Waste Acceptance Criteria of the Contractor. The Government reserves the right to witness any testing by the Contractor to validate acceptability of the wastes to be disposed of under this contract. The Contractor agrees to accept all wastes complying with a properly executed waste profile form which has been provided by the Government and accepted by the Contractor, provided such waste received is in compliance with the Contractor's Waste Acceptance Criteria. The Contractor is not required to receive waste which is in noncompliance with its license.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit the original invoice or vouchers in accordance with the payments provisions of this contract to:

US Department of Energy
Oak Ridge Operations Office
Financial Management Division
PO Box 5777
Oak Ridge, TN 37831

(2) The Contractor shall simultaneously submit a copy of the invoice or voucher to:

- (i) The Contracting Officer
- (ii) The COR as designated in individual delivery orders.

(3) Each invoice or voucher submitted shall include the following:

- (a.) Contract Number (including delivery order number)
- (b.) Contractor Name
- (c.) Date of Invoice
- (d.) Account Number
- (e.) Amount of Invoice
- (f.) Quantity, Unit of measure, applicable CLIN, and extended price of the item accepted.
- (g.) Payment Address
- (h.) Shipment Release Number, Bill of Lading, or other appropriate shipment identifier

(4) Invoices will be submitted on a monthly basis for work performed under this contract, with separate invoices for each delivery order under which work was performed.

(5) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings, and has represented that no patents, trademarks or copyrights will be infringed in the performance of this contract.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Payments under this contract may be made by the Government either by check, electronic funds transfer, or the Automated Clearing House, at the option of the Government. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(j) *Risk of loss.* Risk of loss of the wastes to be disposed of under this contract shall remain with the Government until, and shall pass to the Contractor upon, acceptance of the wastes by the Contractor at the destination specified in the contract.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work ordered by issuance of a delivery order and performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, having resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided, nor shall the Contractor be paid for any costs incurred for/on behalf of and/or associated with obtaining/maintaining any license(s) and/or permit(s).

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience. In the event the Government accepts an offer from offeror(s) not in possession of all required permits and/or licenses required in the execution of this contract, such acceptance shall be constructed to have been made with

full reliance on assurances of such offeror as to its ability to obtain said permits. Failure to obtain such permits and/or licenses within the time specified in the contract shall constitute a default as defined in this clause *Termination for Cause*.

(n) *Title*. Upon the Contractor accepting and taking possession wastes delivered under this contract, title, risk of loss, and all other incidents of ownership to the waste shall thereupon transfer from DOE and shall be held by the Contractor.

(o) Reserved

(p) *Limitation of liability*. Except as otherwise provided by this contract, the Government will not be liable to the Contractor for consequential or indirect damages resulting from any failure by the Contractor to exercise due diligence in the performance of this contract.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 251 related to whistle blower protections; and 49 U.S.C 40118, Fly American.

(End of clause)

ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

Article 1 ESTIMATED QUANTITIES

The quantities cited in the Schedule are the estimated requirements to be ordered by the Government. These quantities are provided for the information only and are the Government's best estimate of the requirements, but actual requirements may be more or less than estimated. The estimated quantities do not constitute an obligation or commitment by the Government to order any specific quantity under this contract.

Article 2 OPTIONS TO EXTEND THE TERM OF THE CONTRACT

- (a) The period of performance of this contract shall be extendable at the unilateral option of the Government. The exercise of any option will be via written notice to the Contractor from the Contracting Officer within thirty days of the date of contract expiration.
- (b) Should the Government exercise any option hereunder, orders issued during the option period will be at the prices specified for that period in the schedule. All other terms and conditions of the basic contract, including this option provision, shall apply during the option period(s). The total duration of this contract, including the exercise of any option periods under this clause, shall not exceed 10 years.
- (c) The option periods under this contract are as follows:

Option period 1- A period of three (3) years commencing on the completion date of the base period of performance.

Option period 2- A period of four (4) years commencing on the completion date of option period 1.

Article 3 LIMITATION OF GOVERNMENT'S OBLIGATION

Nothing herein contained shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of the contract or to involve the Government in any contract or other obligation for the future expenditure of moneys before an appropriation is made (Anti-Deficiency Act (31 U.S.C. 1341 (a) (1))).

Article 4 PERIOD OF PERFORMANCE (APR 1984)

The contract shall become effective upon the date of contract award. The Contractor will commence service on the effective date. The contract base term shall be for 3 years from the effective date of the contract. The contract includes two separate option periods. The total duration of this contract, including the exercise of any option periods, shall not exceed 10 years.

Article 5 PRINCIPAL PLACE OF PERFORMANCE (APR 1984)

Envirocare of Utah
Clive, Utah

Article 6 RECEIPT, OFFLOAD FOR DISPOSAL, AND RELEASE FOR RETURN

(a) Performance under this contract will be accomplished under the following required time frames.

Contract Line Item Number	Mode of Delivery	Receipt, Offload for Disposal and Release for Return as described in the Statement of Work(in calendar days / hours after first receipt of waste for disposal)**	Maximum Obligation of the Contractor
0001, (0011 and 0021)*	Lined Railcar	<u>4</u> Days	The Contractor shall be responsible for receipt, offload, and limited release for return of a maximum of <u>75</u> railcars in any <u>4</u> day period.
0002 (0012 and 0022)*	Lined Truck	<u>8</u> Hours	The Contractor shall be responsible for receipt, offload, and limited release for return of a maximum of <u>20</u> trucks in any <u>8</u> hour period.
0003 (0013 and 0023)*	Lined Container by Railcar***	<u>10</u> Days for Release of Railcar, 10 Days for Release of Container	The Contractor shall be responsible for receipt, offload, and limited release for return of a maximum of <u>75</u> railcars in any <u>4</u> day period.
0004 (0014 and 0024)*	Lined Container by Truck	<u>8</u> Hours for Release of Truck, 10 Days for Release of Container	The Contractor shall be responsible for receipt, offload, and limited release for return of a maximum of <u>20</u> trucks in any <u>8</u> hour period.
0005 (0015 and 0025)*	Debris Disposal by Truck, Rail or Container	8 Hours for release of trucks, 4 days for release of railcars, and 10 days for release of containers.	The maximum obligation of the Contractor shall be as specified in this Article 6 for the given mode of delivery
0006 (0016 and 0027)*	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance Criteria for Moisture Content	30 days regardless of mode of delivery	The maximum obligation of the Contractor shall be as specified in this Article 6 for the given mode of delivery
0007 (0017 and 0027)*	Waste Treatment as Required to Achieve Conformance with Applicable Waste Acceptance Criteria for Levels of Radioactivity or for Oversized Debris.	30 days regardless of mode of delivery	The maximum obligation of the Contractor shall be as specified in this Article 6 for the given mode of delivery

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0008 (0018 and 0028)*	Final Cleaning of Railcars for Unlimited Release	<u>5</u> Days	The Contractor shall be responsible for final cleaning of a maximum of 75 railcars in any 30 day period
0009 (0019 and 0029)*	Final Cleaning of Trucks for Unlimited Release	<u>2</u> Days	The Contractor shall be responsible for final cleaning of a maximum of 75 trucks in any 30 day period
0010 (0020 and 0030)*	Final Cleaning of Containers	<u>30</u> Days	The Contractor shall be responsible for final cleaning of a maximum of 150 containers in any 30 day period

* If option(s) is/are exercised

** Hours is defined as the facility's normal business hours, 8:00 am to 4:00 pm Mountain Time, Monday through Friday, except holidays.

*** Containers by Railcar are defined as intermodal, sealand, and rolloff containers.

(b) The Contractor shall be prepared to receive wastes in accordance with the schedule presented in the table in paragraph (a) above within 5 working days after issuance of a delivery order under the contract. The Contractor shall maintain a minimum capacity sufficient to receive wastes in the quantities defined in the Schedule.

In order to meet the maximum obligation of the contractor, the USDOE will provide a 10 day advance notice for each shipment to the Contractor.

The times for receipt, offload, and release for return specified above are for lined shipments. The timeframe for receipt, offload, and return for unlined shipments is the time specified above plus two additional days.

Article 7 CORRESPONDENCE PROCEDURES (SEPT 1989)

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall include the contract number and shall be subject to the following procedures.

- (a) **Technical Correspondence.** Technical (as it relates to Technical Direction, Article 12) correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract which must be addressed to the Contracting Officer) shall be addressed to the DOE Contracting Officer's Representative (COR) with an information copy of the correspondence to the DOE Contracting Officer (see paragraph (d) below).
- (b) **Other Correspondence.** All correspondence other than technical correspondence shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the DOE COR.
- (c) The DOE Contracting Officer for the contract is located at the address in (d) below, and is as follows:
Ralph E. Holland, telephone: (513) 865-4161.
- (d) **DOE Contracting Officer's Address.**

U.S. Department of Energy
Ohio Field Office
Procurement & Contracts Division
1 Mound Road
P.O. Box 3020
Miamisburg, OH 45343
ATTN: Ralph E. Holland
Contracting Officer
Contract No.:DE-AM24-98OH20053

Article 8 DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR)(APR 1984)

- a. The Contractor shall use the COR as the point of contact on technical matters.

- 1. COR to be determined.

Article 9 PERMITS AND RESPONSIBILITIES FOR WORK

The Contractor shall, without additional expense to DOE, obtain and maintain all licenses and permits required for the prosecution of the work. The Contractor shall be responsible for all direct damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of work except as otherwise specified by this contract.

If for any reason, whether due to the acts of the contractor and/or acts of the Government, including sovereign acts, but excluding acts of bad faith, the Contractor has not obtained/maintained the required license(s)/permits by the end of the base period of performance (if extension(s) of any time periods were properly authorized) and/or the option period(s), if exercised, the Contractor shall not be paid for any costs associated with and/or

incurred on behalf of obtaining/maintaining the required license(s) and/or permit(s). Additionally, if the failure to obtain/maintain the required license(s) and/or permit(s) within the required time is due solely to a sovereign act and is without fault or negligence of the Contractor, the Government reserves the right to terminate the contract at no cost to either party.

Article 10 REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS (APR 1984)

The representations, certifications and acknowledgments of the offeror, dated September 20, 1996, as confirmed by letter of June 23, 1998, for this contract are hereby incorporated by reference.

Article 11 CONSECUTIVE NUMBERING (APR 1984)

Due to automated procedures employed in formulating this document, clauses and provisions contained within it may not always be consecutively numbered.

Article 12 TECHNICAL DIRECTION (JAN 1990)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE COR identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:
 - (1) Coordination of waste characterization and sampling, validation of waste compatibility to the Contractor's WAC, and scheduling and transportation of wastes to the Contractor's facility.
 - (2) Provisions of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to DOE under the contract.
- (b) Technical direction must be within the scope of the Statement of Work. The DOE COR does not have the authority to, and may not, issue any technical direction which:
 - (1) Constitutes an assignment of additional work outside the Statement of Work,
 - (2) In any manner causes an increase or decrease in the total price or the time required for contract performance,
 - (3) Changes any of the expressed terms, conditions, or specifications of the contract, or,
 - (4) Interferes with the Contractor's right to perform the terms and conditions of the contract or the operation of contractor facilities.
- (c) All technical directions shall be issued, in writing, by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the DOE COR or representative falls within one of the categories defined in (b)(1) through (4) above, the Contractor shall not proceed, but shall notify the Contracting Officer, in writing, within 5 working days after receipt of any such instruction or

direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

- (1) Advise the Contractor, in writing, within 30 calendar days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort; or
 - (2) Advise the Contractor within a reasonable time that DOE will propose a written change to the contract.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the FAR clause 52.233-1 entitled, "Disputes."

Article 13 MODIFICATION AUTHORITY (APR 1984)

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized on the behalf of the Government to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

Article 14 LIQUIDATED DAMAGES

Time is of the essence in the performance of any task orders issued under this contract. Failure to perform in accordance with the times specified herein for receipt, disposal, and return of any modes of conveyance (trucks, railcars, or containers) may result in substantial financial damage to the Government. In those situations where such damages can be quantified, the delivery order will contain the clause at FAR 52.211.11, Liquidated Damages- Supplies, Services, or Research and Development. The amount contained in paragraph a. of the clause shall be based on a calculation of the actual damages expected to be incurred and subject to the mutual agreement of the parties, to be determined prior to issuance of the task order.

Failure of the parties to agree on the amount of the damages to be liquidated shall not constitute a dispute under the contract. In the event of such failure to agree, the Government is not obligated to order, nor is the Contractor obligated to accept an order, for the services for which the damages are the subject of the failure to agree.

Article 15 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (JUN 1987)

The small Business and Small Disadvantaged Business Subcontracting Plan dated May 31, 1998, submitted by Contractor for this contract, has been approved by the Contracting Officer and is, hereby incorporated in and made a material part of this contract. Any required revisions to the Plan shall be accomplished by contract modification.

Article 16 DELIVERY ORDERS

- (a) The Contractor shall commence performance upon receipt of a delivery order signed by the Contracting Officer. No delivery orders will be issued under this contract until the Contractor has provided evidence of possession

of all required permits and licenses for the receipt and disposal of LLW and the waste generator has given written evidence to the COR that the waste to be disposed of meets the Contractor's Waste Acceptance Criteria.

- (b) (1) Delivery Orders issued under this contract will include, as a minimum:
- (i) a description of the services being ordered;
 - (ii) the applicable contract line item number;
 - (iii) the schedule of performance, and;
 - (iv) amount of liquidated damages, if any;
 - (v) the total estimated volume of waste to be disposed of under the delivery order; and
 - (vi) the shipping schedule per delivery order to include the first and last shipment dates, the number of conveyances and/or containers, and the frequency of the shipments, (i.e., 3 trucks per week for a 10 week period), and ;
 - (vii) line item amount for special handling (treatment for excess moisture, radioactivity, etc.)

END OF CLAUSE

Article 17 DELIVERY ORDER AUTHORIZATION

Delivery orders issued under this contract shall be authorized only by a Contracting Officer of the Ohio Field Office of the Department of Energy.. The Delivery Orders may be oral, but if so, must be confirmed by written communication within twenty-four (24) hours.

Orders issued by mail will be transmitted by facsimile or electronic method within 24 hours after the time of mailing.

Article 18 MARKING (APR 1984)

- (a) Each deliverable (reports, bills, etc.) shall be accompanied by a letter or other document which:

- (1) Identifies the contract number under which the item is being delivered.
- (2) Identifies the report or billing requirement item number for the delivered item(s).

(b) For any report being delivered to a party other than the Contracting Officer, a copy of the document required in subparagraph (a) above shall be simultaneously provided to the office administering the contract as identified elsewhere in the contract or, if none, to the Contracting Officer.

Article 19 ORDERING, FAR 52.216-18

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of award through the designated period of performance, including option periods, if any .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
(End of Clause)

Article 20 ORDER LIMITATIONS, FAR 52-216-19

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 500 cubic yards, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. However, the contractor agrees to accept up to, but not exceeding, 10 orders per calendar year for quantities less than 500 cubic yards, subject to a minimum order amount of \$20,000.00 per waste stream.

(b) *Maximum order.* There is no maximum order limit under this contract.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to perform the services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

Article 21 FAR 52.216-21, Requirements

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact will not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to the limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the date of the expiration of the contract.
(End of Clause)

ARTICLE 22 TERMINATION AT NO COST TO THE GOVERNMENT

Pursuant to Paragraph 17 of the Consent Agreement, dated May 14, 1997, between the Contractor and the Department of Energy, in the event that the contractor is suspended or debarred for any reason as contemplated in the Consent Agreement, the contractor hereby agrees that the Government shall have the right to terminate this contract as no cost to the Government.

In the event of termination under the provisions of this clause, the contractor shall be entitled to payment at the prices specified in the contract for any services provided up to the time of the termination. Shipments in transit at the time of the termination may be received and disposed by the contractor under the terms of this contract, provided that such shipments were initiated prior to the date of the termination.

Nothing in this clause shall be construed as a waiver or limitation of other rights or remedies of the Government as specified elsewhere in the contract, including, but not limited to the right to terminate the contract pursuant to the provision entitled Termination for Cause.

(End of Clause)

ARTICLE 23. SITE REPRESENTATIVE

With respect to expediting the arrival of shipments to the contractor, the witnessing of waste sampling and analysis, and the return of released shipping containers and transport equipment, the contractor agrees to allow a Government site representative ("Site Representative"), at the option of the Government, to be on the premises of the contractor's facility during the times that shipments are being received under the contract for the purposes of:

1. Communicating with designated contractor personnel information on inbound shipments, production rates, and shipping schedules;
2. Obtain information from designated contractor personnel on shipments received;
3. Obtain information from designated contractor personnel on containers released and rail equipment outbound;
4. Coordinate with designated contractor personnel to ensure that shipping papers and schedule information is received by the contractor for all shipments;
5. Observing the sampling, analysis, and/or acceptance of waste to be disposed of under this contract;
6. As reasonably required to otherwise ensure compliance with the terms and conditions of this contract.

The Government designates TBD as the Site Representative. The Site Representative has no authority to make any changes to the contract or enter into any agreements on behalf of the Government.

For the purposes of this provision the Site Representative shall be allowed on the premises of the contractor's facility at any time between 8:00 a.m. and 5:00 p.m. on those particular days on which shipments either arrive at the contractor's facility or are scheduled to so arrive. The Site Representative shall not be permitted within the restricted area of the contractor's facility except as an official visitor accompanied by a contractor escort and upon the condition that she/he follow and comply with all official visitor procedures while in the restricted area. The duties of the Site Representative under this agreement shall be performed outside of the restricted area. The Site Representative shall not interfere with the activities of the contractor and with its employees and contractors, and shall comply with all safety regulations and policies at the contractor's facility.

The contractor understands that the provisions of this agreement do not apply to the Government's access to the site pursuant to the contract. Moreover this agreement in no way abrogates to, lessen or reduce the rights of access under any other provision of the contract.

The Government agrees to indemnify, defend and hold blameless the contractor and its directors, officers and employees ("Indemnitees") from third party claims by the Government's site

representative for bodily injury to or death arising under the performance of the contract. The foregoing indemnity does not apply to the extent that such liability results from the negligence or willful misconduct of the Indemnitees.

The Contractor shall provide, without cost or expense to the Government or the Site Representative, reasonably convenient and appropriate office space at the contractor's facility as reasonably necessary to the performance of the Site Representatives's duties contemplated by this provision.

FAR 52.212-5

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (OCT 1995)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.G. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRM clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☒ (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).

☒ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and (3));

☒ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));

☐ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

☒ (6) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).

☒ (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

☒ (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ (10) 52.225-3, Buy American Act—Supplies (41 U.S.C. 10).

☐ (11) 52.225-9, Buy American Act—Trade Agreements Act—Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

☐ (12) 52.225-17, Buy American Act—Supplies Under European Community Sanctions for End Products (E.O. 12849).

☐ (13) 52.225-18, European Community Sanctions for End Products (E.O. 12849).

☐ (14) 52.225-19, European Community Sanctions for Services (E.O. 12849).

☐ (15) 52.225-21, Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

☐ (16) 52.247-64, Preference for Privately Owned U.S.—Flag Commercial Vessels (46 U.S.C. 1241).

____ (17) 201-39.5202-3, Procurement Authority (FIRMR). (This acquisition is being conducted under _____ delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is _____).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

☒ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Record—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or

commercial components—

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

LIST OF ATTACHMENTS

<u>ATTACHMENT NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
1	STATEMENT OF WORK	10
2	REPORTING REQUIREMENTS CHECKLIST (DOE FORM F 1332.1)	1
3	SMALL AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN	5
4	U.S. DEPARTMENT OF LABOR WAGE DETERMINATION #94-2531, REV. 7 DATED 10/21/96	9

Attachment 1 STATEMENT OF WORK

for

Permanent Disposal of Low Level Radioactive Wastes Generated at United States Department of Energy (USDOE) sites.

1. Scope

The Contractor shall provide all necessary facilities, equipment, personnel and shall secure all necessary permits and licenses in order to perform the services and prepare the deliverables as required by this Statement of Work including, but not limited to, taking title to and disposing of the wastes and waste residuals delivered to Contractor by USDOE and its contractors, sampling and analysis of waste and waste residuals, preparing various instruments of conveyance (trucks, containers, and railcars) for return to the generator of wastes delivered under the contract, and recording and reporting data relative to performance under the contract. All activities associated with waste disposal hereunder shall be in accordance with all applicable Federal, State, and local statutes and regulations.

All wastes to be disposed of under the contract will be packaged and transported in accordance with applicable laws and regulations by USDOE or its contractors, the costs thereof to be borne by the USDOE. All waste to be disposed of under the contract will be sampled prior to shipment for compliance with the Waste Acceptance Criteria (WAC) of the Contractor.

2. General Description of LLW Waste

LLW, as defined by DOE Order 5820.2a, to be disposed of under this contract may have a varying moisture contents and are physically, chemically and radiologically heterogeneous. They may include a wide variety of residues and industrial/chemical wastes derived from physical, chemical, metallurgical processes associated with mineral processing/refining. These materials may be comprised of fly ash, incinerator ash, trash, wood (e.g., pallets), uranium oxides, uranium tetrafluoride, etc. These substances may have been intermixed with native soils. Other than possibly for their color, the appearance of most of the debris-free LLW is expected to be soil-like.

For purposes of this contract, soils are defined as the natural unconsolidated earth material composing the surficial strata consisting of clay, silt, sand, and gravel sized particles with associated indigenous vegetable, mineral, and organic matter. Soils requiring disposal under this contract have been contaminated with various concentrations of radiological, chemical, and organic constituents.

The soil-like LLW may also be co-mingled with varying amounts of debris, including graphite from broken uranium molds, furnace brick, and scrap metals. The metal fraction may include, but is not limited to, pieces of scrap ferrous (e.g., deteriorated drums and cans) and non-ferrous metals, with depleted uranium, ranging in size from chunks to turnings. However, most of the debris is expected to be demolition-type trash, including concrete, stone, gravel, asphalt, metal, wood, paper, plastic impoundment liners, and insulation. Oversize debris might include items like twisted steel, heavy objects, process equipment, storage tanks, motors, and vehicles, and monolith-like items.

For purposes of establishing the pricing category (i.e., soils versus debris) for delivery orders issued under this contract, the parameters defined in the Contractor's WAC will apply.

Additional wastes generated as a result of remediation projects at USDOE sites (e.g., container liners, packaging items, rags, used personal protective equipment, rail car/container liners, etc.) will comprise part of the LLW to be disposed of under this contract.

Some LLW will have been dried and/or treated to reduce variations in moisture and radiological characteristics.

3. Receipt and Disposal of Wastes

a. Waste Characterization (DOE Responsibilities):

1. Wastes will be characterized by USDOE according to the requirements of the Contractor's WAC. While this contract allows for processing of waste exceeding the Contractor's WAC to the extent that such wastes may be treated to achieve compliance with the WAC as delineated in paragraph 3.f.12. of this Statement of Work, inclusion of such wastes under the contract is at the option of the USDOE. The USDOE is not required to utilize this contract for such processing. Delivery orders for waste treatment will be issued only after characterization demonstrates the suitability of proposed wastes for treatment.

2. USDOE will properly and completely fill out and deliver to the contractor all waste profile form(s) for each waste stream prior to issuance of delivery orders under this contract for treatment or disposal of wastes hereunder. All said forms must be signed by the USDOE COR or authorized representative and accepted by the Contractor prior to issuance of delivery orders for shipment of waste material to the Contractor's facility. USDOE warrants that wastes delivered to Contractor shall conform to the description contained in the corresponding Waste Profile forms.

3. The USDOE will provide required samples of wastes, representative of the waste streams sought to be disposed or treated and disposed, to the Contractor or a certified laboratory agreed upon by USDOE, with results of the analysis submitted to the Contractor for validation of the acceptability of the proposed waste stream in accordance with the Contractor's WAC. The costs for waste analysis shall be included in the unit prices proposed for waste disposal. The costs of sampling of wastes during characterization and the shipment of samples to the contractor or approved laboratory will be borne by USDOE. All waste residuals generated during sampling and analysis will be retained by the contractor or the certified laboratory for disposal at no additional cost to the USDOE.

b. Waste Characterization (Contractor Responsibilities):

(Applicable Contract Line Items - 0001-0018, 0024-0041, 0047-0064, 0070-0087)

1. The Contractor shall review each Waste Stream Profile delivered by USDOE to determine the acceptability of such Waste Stream for disposal at Contractor's facility. The Contractor shall use scientifically accepted standards and procedures, mutually agreeable to the parties, to determine the acceptability of each Waste Stream Profile submitted by USDOE for disposal at Contractor's facility. The Contractor shall complete its determination within (30) days after the receipt of a completed waste profile form from USDOE. Within (10) days after the completion of the determination the Contractor shall notify USDOE of the results in writing. The Contractor's notification shall include Contractor's determination of whether the waste stream is approved for disposal at Contractor's facility. If the Contractor determines that a waste stream can not be disposed of at Contractor's facility, the notification shall also specify the Contractor's basis for its determination. Notification of approval of a waste stream for disposal by the contractor does not obligate the Government to issue a delivery order under the contract.

c. Packaging (DOE Responsibilities):

1. USDOE shall be responsible for all packages and containers and warrants their compliance with the requirements and specifications of applicable laws and regulations.

d. Transportation (DOE Responsibilities):

1. Transportation of the wastes shall be provided by USDOE in accordance with the U. S. Department of Transportation requirements. Special arrangements may be required in the case of unit trains, and will be defined and agreed to by the parties prior to issuance of delivery orders involving unit trains. Waste shipments will meet all applicable requirements of the Contractor's Site Waste Acceptance Criteria (WAC), Nuclear Regulatory Commission (NRC) [or NRC Agreement State] Radioactive Materials

License, and the Resource, Conservation and Recovery Act (RCRA) permit for the Contractor, as well as any other applicable Federal, State, or local laws or regulations.

2. Waste material shall be delivered at the Contractor's facility during normal working hours (defined as 8:00am to 4:00 pm, Mountain Time, Monday through Friday, except holidays*) unless otherwise scheduled with the Contractor in advance. Both parties to this contract recognize that logistic considerations may require acceptance of deliveries outside of normal working hours. Arrangements for such deliveries shall be subject to mutual agreement of the parties and subject to incorporation into individual delivery orders, at the price specified in the schedule, issued under this contract.

* Holidays are defined as:

New Year's Day	Jan 1
Memorial Day	Last Monday in May
Independence Day	July 4
Pioneer Day	July 24
Labor Day	First Monday in Sept.
Thanksgiving	Last Thursday and Friday in Nov.
Christmas Day	Dec 25
Christmas Break	Day after Christmas

3. USDOE shall transport and deliver, or cause to be transported and delivered, the wastes to the treatment and/or disposal facility. The wastes will be transported and delivered only (1) in vehicles or railcars (bulk via gondola car or in containers on flat cars), (2) in bulk or packaged as required by applicable laws and regulations. The Contractor shall have no responsibility for arranging for, scheduling, or transporting the said Waste.

e. Transportation (Contractor Responsibilities):

(Applicable Contract Line Items - 0001-0018, 0024-0041, 0047-0064, 0070-0087)

1. The Contractor shall provide USDOE certification documenting that the waste was received and disposed of according to the terms of the applicable permits and licenses, as well as the terms of the contract. A certificate of disposal will be issued to USDOE within 10 days of disposal of the waste.

2. The Contractor shall unload and release transporting vehicles/railcars and containers within the time frames specified elsewhere in this contract. If, upon delivery or during unloading, Contractor determines that the vehicles/railcars and/or containers are contaminated, leaking, or are otherwise determined to not be packaged as required by applicable regulations, the Contractor shall give written notification to USDOE within 24 hours of receipt, and will continue to dispose of the conforming waste shipments in accordance with the terms of this contract.

f. Disposal of Wastes (Contractor Responsibilities):

Paragraphs 1 through 11-(Applicable Contract Line Items - 0001-0018, 0024-0041, 0047-0064, 0070-0087)

Paragraph 12-(Applicable Contract Line Items - 0019-0020, 0042-0043, 0065-0066, 0088-0089)

1. The Contractor shall maintain and operate all Contractor facilities in accordance with the facility's currently applicable permits and licenses.

2. Within the times specified in Article 6, Receipt, Offload for Disposal, and Release for Return, of this contract, the Contractor shall unload and prepare shipping vehicle(s) for release. All demurrage and other charges invoiced by the carrier by reason of the Contractor's failure to unload and release vehicle(s) as herein agreed, shall be paid by the Contractor to the carrier, within sixty (60) days of receipt of invoice.

4. The Contractor shall provide USDOE a copy of the site permits for Storage and Disposal of LLW, Waste Acceptance Criteria, State Radioactive Materials License, and the Contractor's Closure Plan within ten days from the date of contract award. In the event the Government awards a contract to a Contractor not in the possession of a license / permit at the time of award, such Contractor shall provide the aforementioned documents within ten days after receipt of the State Radioactive Materials License, or site permits for Storage and Disposal of LLW, whichever is received later. The Contractor shall provide copies of any amendments, withdrawals, revisions, or replacements of the foregoing, made before completion of services ordered under this contract, at least thirty (30) days after their effective dates.

5. The USDOE will prepare/update Sampling and Analysis Plans (SAPs) for review by the Contractor. The SAP will govern the sampling and analysis of wastes prior to shipment under this contract.

The plan shall:

- (a) Include mutually agreeable procedures for measurement of the physical, chemical, and radiological parameters of the LLW at the DOE site, as necessary, to ensure that the LLW comply with the Contractor's WAC prior to shipment.
- (b) Be consistent with the Contractor's license and permit requirements.

6. The Contractor shall allow reasonable site access to USDOE during operating hours for purposes of inspection and/or audit sufficient to confirm the Contractor's regulatory status and compliance history relative to the permits and/or licenses required by this

contract. Audits of the Contractor's facility will be conducted no more often once per year by the USDOE. Contractor requests advance notification for any scheduled audit of no less than 30 days.

7. The Contractor shall maintain adequate documentation that identifies the location of disposed USDOE generated waste received under this contract. USDOE wastes disposed of under this contract will not be intermingled with wastes from non-USDOE waste generators. Such documentation will be provided to the USDOE within 3 days of receipt by the Contractor of a written request signed by the Contracting Officer or authorized representative. All documentation identifying wastes disposed of under this contract will be retained by the contractor until the termination of the contract, at which time such documentation will be provided to the Contracting Officer.

8. The Contractor shall notify the Contracting Officer's Representative or designee of any changes to active permits and licenses made during this contract within a reasonable time to consider transportation time from the generator's facility to the Contractor, but not less than 72 hours of the change.

9. In the event of any notice of violation related to site operations issued by regulatory agencies during the life of this contract, the Contractor shall notify USDOE within 24 hours of receipt of the notice of violation that relates to or could impact the handling of USDOE Wastes, and shall maintain a record of all non-conformance or deficiencies identified by regulatory agencies.

10. The Contractor shall take title and have responsibility for all waste that must be handled, treated, and/or disposed of in accordance with NRC or NRC Agreement State, State, and EPA licenses, permits, and regulations. Transfer of title for the shipment shall occur when the waste is accepted for disposal at the Contractor's facility.

11. The Contractor is liable for repair of rail cars, trucks, and containers and covers damaged by the Contractor in the performance of this contract. Notification of existing damage to conveyances received under this contract will be provided to the COR within 24 hours of receipt of wastes for disposal. Contractor notification as required by this paragraph may be issued by facsimile or other electronic means provided such means result in verifiable evidence of the receipt of the required notification. In the case of delivery of returnable containers by truck, a "walk-around" inspection of the container shall be conducted with the driver prior to:

- (a) Removal of container from the truck.
- (b) Replacement of container on truck.

12. Waste treatment to achieve conformance with the Contractor's WAC may be ordered under this contract to the extent such activities are allowed by the Contractor's applicable licenses and permits. Two objectives of waste treatment are contemplated, to adjust moisture content and to adjust overall levels of radioactivity.

Paragraphs (a), (b), and (c) address LLW known, or found upon receipt at the Contractor's site, to require adjustment of their moisture contents, while paragraph (d) addresses wastes requiring adjustment to levels of radioactivity. The following services will be provided at the Contractor's facility, and only after issuance of a delivery order for waste treatment under the terms of this contract.

(a) Presence of Free Liquids

This problem is detected immediately upon opening the cover of the shipping conveyance. It may be corrected by the addition of absorbent substances directly to LLW until the free liquid is absorbed.

(b) "Bound" Moisture Exceeding Optimum

Acceptance testing of the LLW Materials at the Contractor site will disclose this situation which may be corrected by:

- (1) Treatment with dry inert Contractor provided soils.
- (2) Treatment with other wastes in the disposal cell.
- (3) Spreading the LLW upon the surface of the cell and harrowing it.
- (4) Other means compliant with the Contractor's licenses and permits

(c) "Bound" Moisture Below Optimum

This problem is detected by testing at the Contractor site. It may be rectified:

- (1) At the point of unloading the shipping conveyance by the addition of water and subsequent treatment during placement of the LLW in the disposal cell
- (2) Treatment with other wastes in the disposal cell.
- (3) Other means compliant with the Contractor's licenses and permits

(d) Radioactivity Exceeding WAC Limits

Testing of the LLW at the Contractor site will expose this concern which may be

corrected by:

- (1) Treatment with dry inert Contractor provided soils.
- (2) Treatment with other wastes in the disposal cell.
- (3) Other means compliant with the Contractor's licenses and permits

g. Release of Vehicles (Contractor Responsibilities):

Paragraph 1 - (Applicable Contract Line Items - 0001-0020, 0024-0043, 0047-0066, 0070-0089)

Paragraph 2 - (Applicable Contract Line Items - 0021-0023, 0044-0046, 0067-0069, 0070-0072)

Paragraph 3 & 4 - (Applicable Contract Line Items - All)

1. The Contractor shall clean vehicles and containers for "limited release" before they are released from the facility. Cleaning costs shall be included in the disposal price. "Limited release" vehicles or containers will be returned to USDOE sites for reuse if requested by USDOE with transportation paid by USDOE. The cleaning of vehicles and containers for limited release shall be performed to the standards specified in the Contractor's Radioactive Material License and 49 CFR. The USDOE will provide a letter of identification to the Contractor for conveyances and containers to be cleaned for limited release.

2. Final Cleaning of vehicles and containers for purposes of "unlimited release" shall be performed by the Contractor for which USDOE shall make payment for said services at the rate specified in the contract when such services are ordered. The cleaning of vehicles and containers for unlimited release shall be performed to the standards specified in the Contractor's Radioactive Material License and 49 CFR. The USDOE will provide a letter of identification to the Contractor for conveyances and containers to be cleaned for unlimited release.

3. The Contractor shall survey vehicles containers prior to release from the Contractor's facility to verify no radioactive contamination has occurred. A record of the surveys shall be maintained by the Contractor and a certified copy shall be forwarded to the cognizant USDOE Contracting Officer and the appropriate Contracting Officer Representative (COR) or designee. The survey limits to be applied shall be the limits established in the Contractor's Radioactive Material License and applicable Department of Transportation regulations.

4. Any delivery vehicle contamination problems noted will be communicated to the COR within twenty-four (24) hours of detection for a determination of corrective actions prior to delivery vehicle release.

4. Reporting Requirements (Contractor Responsibilities):

(Applicable Contract Line Items - All)

a. On a monthly basis, signed copies of the receiving and acceptance documents for all waste disposed of during the reporting period shall be provided to the USDOE Contracting Officer's Representative or designee for a record of delivery and confirmation of acceptance of the waste.

b. On a quarterly basis, the Contractor shall provide a summary report to the Contracting Officer's Representative or designee reporting the number of waste shipments and corresponding manifests received from USDOE under this contract, the source of the waste by USDOE's Identification Number listed on the manifest, the total weight and volume of waste received during the period, the radionuclide content as defined on the characterization data provided or as otherwise determined by the Contractor, and a listing of any deviated or rejected shipments during the period. The report shall be prepared to reflect the respective waste generating sites and allow the applicable portions of the report to be easily detached and sent to USDOE's respective waste generating sites.

c. Within 30 days of the annual anniversary of the date of award, the Contractor shall furnish a report delineating:

- (1) Amount of LLW received to date.
- (2) Location(s) where the LLW were disposed of.
- (3) Status of licenses and permits.
- (4) Copies of annual reports submitted to health, safety, environmental and radiological regulatory agencies.
- (5) Compliance inspection reports issued by health, safety, environmental and radiological regulatory agencies.

A final report of the above-noted items will be furnished thirty (30) days after the final shipment.

d. The Contractor shall provide USDOE complete documentation of site WAC, packaging requirements, license requirements, RCRA permit requirements, and any other requirement to be met by USDOE and/or waste shipper. The documents to be provided shall include the most recent amendments of those documents. Any revisions to these requirements shall be supplied to the USDOE Contracting Officer within ten (10) days of the revision approval.

e. Upon request by USDOE the Contractor shall make available a copy of the most recent NRC, State, or Federal audit reports and closeout reports for any findings or corrective actions required for site operations related to the Contractor's license and permit

requirements. Audit reports issued after the date of this Contract shall be provided to the USDOE Contracting Officer within ten (10) working days of issuance by the regulatory authority issuing the report or receiving the response.

f. The cost of required reports under this contract shall be included in the proposed unit prices.

DOE F 1332.1
(11-84)U.S. DEPARTMENT OF ENERGY
REPORTING REQUIREMENTS CHECKLISTFORM APPROVED
OMB NO. 1900-1401

1. PROGRAM/PROJECT TITLE Permanent Disposal of LLW		2. IDENTIFICATION NUMBER DE-AM24-97OH20053	
3. PARTICIPANT NAME AND ADDRESS			
4. PLANNING AND REPORTING REQUIREMENTS			
<p>A. General Management</p> <div style="margin-left: 20px;"> <input type="checkbox"/> Management Plan <input type="checkbox"/> Status Report <input type="checkbox"/> Summary Report </div> <p>B. Schedule/Labor/Cost</p> <div style="margin-left: 20px;"> <input type="checkbox"/> Milestone Schedule/Plan <input type="checkbox"/> Labor Plan <input type="checkbox"/> Facilities Capital Cost of Money Factors <input type="checkbox"/> Contract Facilities Capital and Cost of Money <input type="checkbox"/> Cost Plan <input type="checkbox"/> Milestone Schedule/Status <input type="checkbox"/> Labor Management Report <input type="checkbox"/> Cost Management Report </div> <p>C. Exception Reports</p> <div style="margin-left: 20px;"> <input type="checkbox"/> Conference Record <input type="checkbox"/> Hot Line Report </div> <p>D. Performance Measurement</p> <div style="margin-left: 20px;"> <input type="checkbox"/> Management Control System Description <input type="checkbox"/> WBS Dictionary <div style="margin-left: 20px;"> <input type="checkbox"/> Index <input type="checkbox"/> Element Definition </div> <input type="checkbox"/> Cost Performance Reports <div style="margin-left: 20px;"> <input type="checkbox"/> Format 1 - WBS <input type="checkbox"/> Format 2 - Function <input type="checkbox"/> Format 3 - Baseline </div> </div>	Frequency	<p>E. Financial Incentives</p> <div style="margin-left: 20px;"> <input type="checkbox"/> Statement of Income and Expense <input type="checkbox"/> Balance Sheet <input type="checkbox"/> Cash Flow Statement <input type="checkbox"/> Statement of Changes in Financial Position <input type="checkbox"/> Loan Drawdown Report <input type="checkbox"/> Operating Budget <input type="checkbox"/> Supplementary Information </div> <p>F. Technical</p> <div style="margin-left: 20px;"> <input type="checkbox"/> Notice of Energy RD&D Project (Required with any of the following) <input type="checkbox"/> Technical Progress Report <div style="margin-left: 20px;"> <input type="checkbox"/> Draft for Review <input type="checkbox"/> Final for Approval </div> <input type="checkbox"/> Topical Report <input type="checkbox"/> Final Technical Report <div style="margin-left: 20px;"> <input type="checkbox"/> Draft for Review <input type="checkbox"/> Final for Approval </div> <input type="checkbox"/> Software <input checked="" type="checkbox"/> Other (Specify) <u>See SOW Part 4</u> </div>	Frequency
5. FREQUENCY CODES			
<div style="display: flex; justify-content: space-between;"> <div> <p>A - As Required</p> <p>C - Change to Contractual Agreement</p> <p>F - Final (end of effort)</p> </div> <div> <p>M - Monthly</p> <p>O - Once After Award</p> <p>Q - Quarterly</p> </div> <div> <p>S - Semi-Annually</p> <p>X - With Proposal/Bid/Application or with Significant Changes</p> <p>Y - Yearly or Upon Renewal of Contractual Agreement</p> </div> </div>			
6. SPECIAL INSTRUCTIONS (ATTACHMENTS)			
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Report Distribution List/Addressees <input type="checkbox"/> Reporting Elements <input type="checkbox"/> Due Dates </div> <div> <input type="checkbox"/> Analysis Thresholds <input type="checkbox"/> Work Breakdown Structure <input type="checkbox"/> Other </div> </div>			
7. PREPARED BY (SIGNATURE AND DATE)		8. REVIEWED BY (SIGNATURE AND DATE)	

SMALL AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

May 31, 1998

Policy

It is the policy of the Government that small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by Envirocare of Utah, Inc. (hereinafter referred to as Envirocare). In keeping with this policy, Envirocare has developed policies and goals to encourage meaningful participation of small business and minority-owned vendor sources whenever possible to provide resources that are qualified, competitive and otherwise consistent with the efficient performance of Federal Government contracts and other projects.

Small business and minority vendor sources are an important facet of the procurement source selection. Envirocare will not limit participation to the smaller or simpler jobs providing the vendor has the capabilities and resources to properly provide the necessary requirements in the best interest of corporate objectives and Envirocare's Equal Employment Opportunity (EEO) Agreement and Certification.

Included as part of these goals and policies are provisions to utilize resources from women-owned business concerns and labor surplus area concerns whenever possible. This will provide Envirocare resources that are qualified, competitive and otherwise consistent with the efficient performance of its contract.

Goals

Envirocare has established the goal of awarding 50% of all subcontracts relating to Federal Government contracts subject to the Davis-Bacon Act or the Services Contract Act to Small Business, Small Disadvantaged Business or Small Women-owned business concerns. Envirocare's goal for Small Women-owned business is 3% and for Small Disadvantaged is 1% of the subcontracts designated for award to the small business category (50% of all small businesses). Efforts will be made to make small businesses and minority owned and controlled businesses aware of opportunities to contract with Envirocare. Envirocare will not discriminate against small businesses, small disadvantaged businesses or small women-owned businesses.

As used in this plan, the term "small business concern" refers to a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small disadvantaged business concern" refers to a small business concern:

1. Which is at least 51% owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals.
2. Whose management and daily business operations are controlled by one or more such individuals.

Envirocare includes Black Americans, American Women, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other individual found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act in its list of socially and economically disadvantaged individuals.

Indirect costs are included in determining these goals.

Plan Implementation

Envirocare will make good faith efforts to seek out bids from small and small disadvantaged business concerns whenever it is seeking bids for subcontracts. Envirocare will analyze its policies to determine where it is deficient in the utilization of minority groups and women and institute procedural changes whereby these deficiencies may be corrected.

Small, small disadvantaged and women-owned small businesses will be identified by obtaining lists from the SBA, from trade associations and by developing lists from other sources. Envirocare will join at least one trade association which has as one of its major goals to bring small disadvantaged business and contractors together. Envirocare will maintain records to demonstrate its efforts to locate small and small disadvantaged business concerns and award contracts to them. The records shall include at least the following:

1. Source lists, guides and small disadvantaged business concerns.
2. Organizations contacted in an attempt to locate sources that are small or small disadvantaged business concerns.
3. Records on each contract solicitation resulting in an award to more than \$100,000 indicating (a) whether small business concerns were solicited and, if not, why not, (b) whether small disadvantaged business concerns were solicited and, if not, why not, and (c) if applicable, the reason award was not made to a small business concern.
4. Records of any outreach efforts to contact (a) trade associations, (b) business development organizations,

and (c) conferences and trade fairs to locate small and small disadvantaged business sources.

5. Records of internal guidance and encouragement provided to buyers through (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small and small disadvantaged business sources.

Envirocare's Purchasing manager, Santiago Speceiro, is the person who will administer the subcontracting program. His duties include contract administration and management of Envirocare's procurement activities. Mr. Sapeceiro is responsible for soliciting small and small disadvantaged businesses for goods and services that are eligible under Envirocare's plan and monitoring Envirocare's vendors for compliance with its plan. Additionally, Mr. Speceiro is the company representative that is responsible for attending the Utah Supplier Development Council meetings.

Envirocare will include in the clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts under Federal Government Contracts. Envirocare will also require any subcontractor who receives a subcontract in excess of \$100,000 under a Federal Government Contract to adopt a plan similar to this plan.

Envirocare will cooperate in any studies or surveys as may be required and submit periodic reports, including SF 294 and/or SF 295 in accordance with the instructions on the forms, in order to allow the Government to determine the extent of compliance by Envirocare with this subcontracting plan.

All provisions of 48 CFR 52.219-9 are incorporated herein by reference.

Description of Principal Types Supplies and Services

The principal types of supplies and services required for the performance of Federal Government contracts are: (a) unloading and placing waste material in disposal cells, (b) laboratory work on waste samples, (c) laboratory work for environmental monitoring, (d) capital improvements, (e) supplies, (f) consulting and engineering services, (g) training services, (h) repairs and maintenance services and (i) remediation and transportation services.

Goals Specific to DE-RP24-96OH20053 Contract

The potential value of the DE-RP24-96OH20053 contract is \$94,357,400. Of this amount \$20,800,000 is expected to be contracted out to subcontractors. At least \$10,400,000 in subcontracts will be awarded to Small Business and of those contracts awarded to Small Business, at least \$832,000 in subcontracts will be awarded to Small Disadvantaged businesses. Indirect costs are included in these goals.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT...
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 94-2531
Revision No.: 7
Date of Last Revision: 10/21/1996

Alan L. Moss Division of
Director Wage Determinations

State(s): Utah

Area: UTAH COUNTIES OF STATEWIDE.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 7.34
01012 Accounting Clerk II	\$ 8.35
01013 Accounting Clerk III	\$ 10.28
01014 Accounting Clerk IV	\$ 12.08
01030 Court Reporter	\$ 10.63
01050 Dispatcher, Motor Vehicle	\$ 10.63
01060 Document Preparation Clerk	\$ 8.00
01090 Duplicating Machine Operator	\$ 8.00
01110 Film/Tape Librarian	\$ 9.45
01115 General Clerk I	\$ 6.45
01116 General Clerk II	\$ 7.55
01117 General Clerk III	\$ 8.00
01118 General Clerk IV	\$ 9.63
01120 Housing Referral Assistant	\$ 12.13
01131 Key Entry Operator I	\$ 7.70
01132 Key Entry Operator II	\$ 9.15
01191 Order Clerk I	\$ 8.57
01192 Order Clerk II	\$ 9.89
01220 Order Filler	\$ 9.93
01261 Personnel Assistant (Employment) I	\$ 9.43
01262 Personnel Assistant (Employment) II	\$ 10.40
01263 Personnel Assistant (Employment) III	\$ 10.93
01264 Personnel Assistant (Employment) IV	\$ 12.13
01270 Production Control Clerk	\$ 12.13
01290 Rental Clerk	\$ 9.45
01300 Scheduler, Maintenance	\$ 9.45
01311 Secretary I	\$ 9.45
01312 Secretary II	\$ 10.63
01313 Secretary III	\$ 12.13
01314 Secretary IV	\$ 14.43
01315 Secretary V	\$ 15.64
01320 Service Order Dispatcher	\$ 9.45
01341 Stenographer I	\$ 10.00
01342 Stenographer II	\$ 11.24
01400 Supply Technician	\$ 14.43
01420 Survey Worker(Interviewer)	\$ 10.63

01460 Switchboard Operator- Receptionist	\$ 7.63
01510 Test Examiner	\$ 10.63
01520 Test Proctor	\$ 10.63
01531 Travel Clerk I	\$ 7.54
01532 Travel Clerk II	\$ 8.01
01533 Travel Clerk III	\$ 8.39
01611 Word Processor I	\$ 8.14
01612 Word Processor II	\$ 11.03
01613 Word Processor III	\$ 12.22

AUTOMATIC DATA PROCESSING:

03010 Computer Data Librarian	\$ 8.27
03041 Computer Operator I	\$ 8.27
03042 Computer Operator II	\$ 10.45
03043 Computer Operator III	\$ 13.58
03044 Computer Operator IV	\$ 14.80
03045 Computer Operator V	\$ 16.40
03071 Computer Programmer I 1/	\$ 13.30
03072 Computer Programmer II 1/	\$ 15.38
03073 Computer Programmer III 1/	\$ 18.90
03074 Computer Programmer IV 1/	\$ 22.88
03101 Computer Systems Analyst I 1/	\$ 18.68
03102 Computer Systems Analyst II 1/	\$ 22.15
03103 Computer Systems Analyst III 1/	\$ 27.50
03160 Peripheral Equipment Operator	\$ 8.27

AUTOMOTIVE SERVICE:

05005 Automobile Body Repairer, Fiberglass	\$ 15.32
05010 Automotive Glass Installer	\$ 13.94
05040 Automotive Worker	\$ 13.94
05070 Electrician, Automotive	\$ 14.71
05100 Mobile Equipment Servicer	\$ 12.41
05130 Motor Equipment Metal Mechanic	\$ 15.32
05160 Motor Equipment Metal Worker	\$ 13.94
05190 Motor Vehicle Mechanic	\$ 14.51
05220 Motor Vehicle Mechanic Helper	\$ 11.49
05250 Motor Vehicle Upholstery Worker	\$ 13.18
05280 Motor Vehicle Wrecker	\$ 13.94
05310 Painter, Automotive	\$ 14.71
05340 Radiator Repair Specialist	\$ 13.94
05370 Tire Repairer	\$ 12.41
05400 Transmission Repair Specialist	\$ 15.32

FOOD PREPARATION AND SERVICE:

07010 Baker	\$ 9.74
07041 Cook I	\$ 8.61
07042 Cook II	\$ 9.74
07070 Dishwasher	\$ 6.36
07100 Food Service Worker (Cafeteria Worker)	\$ 6.36
07130 Meat Cutter	\$ 9.74
07250 Waiter/Waitress	\$ 6.92

FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	\$ 14.71
09040 Furniture Handler	\$ 9.96
09070 Furniture Refinisher	\$ 14.71
09100 Furniture Refinisher Helper	\$ 11.49
09110 Furniture Repairer, Minor	\$ 13.18
09130 Upholsterer	\$ 14.71

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 6.36
11060 Elevator Operator	\$ 6.36
11090 Gardener	\$ 8.61
11121 Housekeeping Aide I	\$ 5.79
11122 Housekeeping Aide II	\$ 6.36
11150 Janitor	\$ 6.36
11180 Laborer	\$ 6.36
11210 Laborer, Grounds Maintenance	\$ 6.92
11240 Maid or Houseman	\$ 5.79
11270 Pest Controller	\$ 9.18
11300 Refuse Collector	\$ 6.36
11330 Tractor Operator	\$ 8.05
11360 Window Cleaner	\$ 6.92

HEALTH:

12010 Ambulance Driver	\$ 9.33
12040 Emergency Medical Technician	\$ 9.33
12071 Licensed Practical Nurse I	\$ 9.06
12072 Licensed Practical Nurse II	\$ 10.18
12073 Licensed Practical Nurse III	\$ 11.39
12100 Medical Assistant	\$ 8.54
12130 Medical Laboratory Technician	\$ 8.54
12160 Medical Record Clerk	\$ 8.54
12190 Medical Record Technician	\$ 11.83
12221 Nursing Assistant I	\$ 5.98
12222 Nursing Assistant II	\$ 6.70
12223 Nursing Assistant III	\$ 7.33
12224 Nursing Assistant IV	\$ 8.21
12250 Pharmacy Technician	\$ 10.65
12280 Phlebotomist	\$ 8.54
12311 Registered Nurse I	\$ 13.64
12312 Registered Nurse II	\$ 16.86
12313 Registered Nurse II, Specialist	\$ 16.86
12314 Registered Nurse III	\$ 22.46
12315 Registered Nurse III, Anesthetist	\$ 22.46
12316 Registered Nurse IV	\$ 25.08

INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 14.80
13011 Exhibits Specialist I	\$ 14.05
13012 Exhibits Specialist II	\$ 17.10
13013 Exhibits Specialist III	\$ 20.86
13041 Illustrator I	\$ 14.05
13042 Illustrator II	\$ 17.10
13043 Illustrator III	\$ 20.86
13047 Librarian	\$ 15.64

13050 Library Technician	\$ 10.63
13071 Photographer I	\$ 12.03
13072 Photographer II	\$ 14.05
13073 Photographer III	\$ 17.10
13074 Photographer IV	\$ 20.86
13075 Photographer V	\$ 25.31

LAUNDRY, DRY CLEANING, PRESSING:

15010 Assembler	\$ 5.66
15030 Counter Attendant	\$ 5.66
15040 Dry Cleaner	\$ 7.53
15070 Finisher, Flatwork, Machine	\$ 5.66
15090 Presser, Hand	\$ 5.66
15100 Presser, Machine, Dry Cleaning	\$ 5.66
15130 Presser, Machine, Shirts	\$ 5.66
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.66
15190 Sewing Machine Operator	\$ 8.04
15220 Tailor	\$ 8.48
15250 Washer, Machine	\$ 6.33

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator (Toolroom)	\$ 14.71
19040 Tool and Die Maker	\$ 16.73

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 12.41
21020 Material Coordinator	\$ 13.54
21030 Material Expediter	\$ 13.54
21040 Material Handling Laborer	\$ 9.81
21071 Forklift Operator	\$ 10.94
21080 Production Line Worker (Food Processing)	\$ 10.94
21100 Shipping/Receiving Clerk	\$ 10.22
21130 Shipping Packer	\$ 10.22
21140 Store Worker I	\$ 8.65
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.44
21210 Tools and Parts Attendant	\$ 10.94
21400 Warehouse Specialist	\$ 10.94

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic	\$ 15.32
23040 Aircraft Mechanic Helper	\$ 11.49
23060 Aircraft Servicer	\$ 13.18
23070 Aircraft Worker	\$ 13.94
23100 Appliance Mechanic	\$ 14.71
23120 Bicycle Repairer	\$ 12.41
23125 Cable Splicer	\$ 15.32
23130 Carpenter, Maintenance	\$ 14.71
23140 Carpet Layer	\$ 13.94
23160 Electrician, Maintenance	\$ 15.68
23181 Electronics Technician, Maintenance I	\$ 11.28
23182 Electronics Technician, Maintenance II	\$ 17.72

23183 Electronics Technician, Maintenance III	\$ 19.20
23260 Fabric Worker	\$ 13.18
23290 Fire Alarm System Mechanic	\$ 15.32
23310 Fire Extinguisher Repairer	\$ 12.41
23340 Fuel Distribution System Mechanic	\$ 15.32
23370 General Maintenance Worker	\$ 13.52
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 15.32
23430 Heavy Equipment Mechanic	\$ 15.32
23460 Instrument Mechanic	\$ 15.32
23500 Locksmith	\$ 14.71
23530 Machinery Maintenance Mechanic	\$ 15.41
23550 Machinist, Maintenance	\$ 15.68
23580 Maintenance Trades Helper	\$ 11.49
23640 Millwright	\$ 15.32
23700 Office Appliance Repairer	\$ 14.71
23740 Painter, Aircraft	\$ 14.71
23760 Painter, Maintenance	\$ 14.71
23790 Pipefitter, Maintenance	\$ 15.32
23800 Plumber, Maintenance	\$ 14.71
23820 Pneudraulic Systems Mechanic	\$ 15.32
23850 Rigger	\$ 15.32
23870 Scale Mechanic	\$ 13.94
23890 Sheet-metal Worker, Maintenance	\$ 15.32
23910 Small Engine Mechanic	\$ 13.94
23930 Telecommunications Mechanic I	\$ 15.32
23940 Telecommunications Mechanic II	\$ 15.93
23950 Telephone Lineman	\$ 15.32
23960 Welder, Combination, Maintenance	\$ 15.32
23965 Well Driller	\$ 15.32
23970 Woodcraft Worker	\$ 15.32
23980 Woodworker	\$ 12.41

PERSONAL NEEDS:

24570 Child Care Attendant	\$ 8.55
24600 Chore Aide	\$ 5.79
24630 Homemaker	\$ 11.83

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 15.32
25040 Sewage Plant Operator	\$ 14.71
25070 Stationary Engineer	\$ 15.32
25190 Ventilation Equipment Tender	\$ 11.49
25210 Water Treatment Plant Operator	\$ 14.71

PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 9.49
27010 Court Security Officer	\$ 13.06
27040 Detention Officer	\$ 13.06
27070 Firefighter	\$ 11.62
27101 Guard I	\$ 5.92
27102 Guard II	\$ 9.49
27130 Police Officer	\$ 14.49

TECHNICAL:

29020 Archeological Technician	\$ 17.10
29030 Cartographic Technician	\$ 17.10
29035 Computer Based Training Specialist/Instructor	\$ 18.68
29040 Civil Engineering Technician	\$ 17.10
29061 Drafter I	\$ 9.00
29062 Drafter II	\$ 12.03
29063 Drafter III	\$ 14.05
29064 Drafter IV	\$ 17.10
29070 Embalmer	\$ 14.47
29081 Engineering Technician I	\$ 9.49
29082 Engineering Technician II	\$ 11.58
29083 Engineering Technician III	\$ 13.98
29084 Engineering Technician IV	\$ 17.80
29085 Engineering Technician V	\$ 19.58
29086 Engineering Technician VI	\$ 22.44
29090 Environmental Technician	\$ 16.32
29100 Flight Simulator/Instructor (Pilot)	\$ 22.15
29150 Graphic Artist	\$ 18.68
29210 Laboratory Technician	\$ 13.58
29240 Mathematical Technician	\$ 17.80
29330 Mortician	\$ 14.47
29361 Paralegal/Legal Assistant I	\$ 11.84
29362 Paralegal/Legal Assistant II	\$ 14.09
29363 Paralegal/Legal Assistant III	\$ 15.64
29364 Paralegal/Legal Assistant IV	\$ 21.36
29390 Photooptics Technician	\$ 17.80
29480 Technical Writer	\$ 22.03
29620 Weather Observer, Senior 2/	\$ 15.09
29621 Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 13.58
29622 Weather Observer, Upper Air 2/	\$ 13.58

**TRANSPORTATION/MOBILE EQUIPMENT
OPERATION:**

31030 Bus Driver	\$ 13.04
31100 Driver Messenger	\$ 6.57
31200 Heavy Equipment Operator	\$ 15.32
31260 Parking and Lot Attendant	\$ 7.38
31290 Shuttle Bus Driver	\$ 7.38
31300 Taxi Driver	\$ 6.57
31361 Truckdriver, Light Truck	\$ 7.38
31362 Truckdriver, Medium Truck	\$ 13.04
31363 Truckdriver, Heavy Truck	\$ 15.45
36364 Truckdriver, Tractor-Trailer	\$ 15.45

MISCELLANEOUS:

99005 Aircraft Quality Control Inspector	\$ 15.93
99020 Animal Caretaker	\$ 7.48
99030 Cashier	\$ 7.02
99040 Child Care Center Clerk	\$ 10.68
99050 Desk Clerk	\$ 8.55
99260 Instructor	\$ 16.47
99300 Lifeguard	\$ 7.63
99350 Park Attendant (Aide)	\$ 9.52

99400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 7.63
99500 Recreation Specialist	\$ 11.83
99510 Recycling Worker	\$ 8.05
99610 Sales Clerk	\$ 7.63
99630 Sports Official	\$ 7.63
99658 Survey Party Chief	\$ 13.02
99659 Surveying Technician	\$ 10.58
99660 Surveying Aide	\$ 8.28
99690 Swimming Pool Operator	\$ 9.74
99720 Vending Machine Attendant	\$ 8.05
99730 Vending Machine Repairer	\$ 9.74
99740 Vending Machine Repairer Helper	\$ 8.05

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: \$0.90 per hour or \$36.00 per week or \$156.00 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are

determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.